



The Mysore Gazette.

Vol. 58.]

PUBLISHED BY AUTHORITY.

[No. 2.

 BANGALORE, THURSDAY, JANUARY 11, 1923.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Resale Notification dated 1st January 1923.

It is hereby notified for general information that the exclusive right of collecting tangadi and kakke barks on all Government unoccupied lands and State Forests from the date of sale to 30th June 1922 in the taluks mentioned hereunder will be resold talukwar by public auction as per particulars given below at the risk of the original purchasers since they have failed to pay up the third khist due on 1st July 1922 :—

District	Taluks comprised	Place of sale	Date of sale	Officer conducting the sale
Kolar	1. Bagepalli 2. Srinivaspur	District Forest Office, Kolar.	20—1—1923 20—1—1923	District Forest Officer, Kolar District.

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of kakke bark in plantations is prohibited.

The Government will not make any extra demand for the lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 p.m., and it, if it is not concluded on the same day, will be continued from day to day at the same hour until the same is concluded.

3. Defaulters on account of previous bid will not be permitted to bid.

4. No person will be allowed to bid, unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5, and (2) deposits also with the Officer holding the sale a sum of Rs. 200 which must, except under the unavoidable circumstances, be in the form of currency notes of Rs. 100 each.

5. The highest bidder shall deliver his solvency certificate to the Officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the Officer conducting the sale in case the party named therein happens to be the highest bidder, obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests of the District Forest Officer, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total rental including the deposit already made together with local, railway and other cesses, thereon, if any, at the rates prevailing in the district. In default the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value produced at his own cost and also furnish a security deposit of Rs. 500 for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement or to furnish the security required or both, the contract will be cancelled, all the money already paid forfeited to Government and the right resold at the risk of the defaulter. He shall have no claim to any surplus accruing from such resale, but shall be liable for any loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation.

Note.—A sample form of the agreement may be seen at the District Forest Office, Kolar.

10. The balance of the sale amount with the local, railway and other cesses due thereon shall be paid in full.

In default to pay the balance on due dates, the sum or sums already paid by the contractor shall be forfeited to Government, his contract cancelled and the right resold at his risk. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other Law for the time being in force.

Further conditions to be entered in the Agreement:—

- (a) To hold himself responsible for the cutting of tender stems under on himself, his servants or agents.
- (b) To furnish a list of sub-contractors and mestris who may be appointed for the collection of the bark.
- (c) To work out the lease himself and not to transfer or sub-let it to others, without the previous sanction of the Conservator.

The barked wood to be the property of the lessee.

- To keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by the Conservator, the District Forest Officer, or any other Officer deputed by either of them.
- (f) To render every month to the District Forest Officer an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.
- (g) To provide printed passes for the export of the bark under his signature for each cart-load in such form as may be prescribed by the District Forest Officer.
- (h) To prevent the occurrence of fires in the forests in which he may be working and to render prompt assistance in extinguishing such fires as may break out accidentally.
- (i) To remove out of the district before the 31st July 1923, all bark collected and stored under the terms of this lease.

11. In the event of breach of any of the above conditions, the security amount will be liable to forfeiture in whole or part at the discretion of the Conservator of Forests.

Form of agreement will be read out at the time of sale.

V. ETHIRAJULU NAIDU,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 30th December 1922.

It is hereby notified for the information of the public that the right of collecting tangadi and kakke barks on all Government unoccupied lands and State Forests of Hassan, Alur and Channarayana Taluks for the period ending 30th June 1923, will be resold by public auction by the District Forest Officer on the 29th January 1923, in the District Forest Office at Hassan, at the risk of the original purchasers Messrs. Dosa Sheriff Sait and Abdul Sattar Sab respectively, the former having failed to pay up the local cess of Rs. 12-8-0 due by him and for not having executed the required Muchalika and furnished the required security deposit as per terms of lease, and the latter for not having paid up the last khist amount of Rs. 302-8-0 plus the local cess, viz., Rs. 18-14-6 due on 1st July 1922.

For further particulars, attention is invited to pages 433 and 484 of Part VI of the *Mysore Gazette*, dated the 28th July 1921.

P. WOOTHIAH,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 26th December 1922.

It is hereby notified that the undermentioned Teak pieces were found lying unclaimed on Noolebasavandari in Gangur Working Circle of Kukwada-Ubrani State Forest, Channagiri Range. The numbers and stamp marks on the pieces had been scraped out; and the pieces are in custody at Joldhal Forest Station. Any person having any right to these pieces is directed to present to the District Forest Officer, Bhadravati Division, within one month from the date of the publication of this notice a written statement of his claims thereto and establish his rights thereto, failing which the ownership of the pieces shall vest in the Government under Section 42 of the Mysore Forest Regulation.

Description of timber.

No.	Kind	Length	Girth	Cft.
1	Teak	17' = 0	3' = 0	9½
2	Do	18' = 0	2' = 5"	6½
3	Do	18' = 3"	1' = 11"	4½

Abstract Notification dated 27th December 1922.

The attention of the public is invited to the Notification dated 27th December 1922, published on page 2 of Part VI of the *Mysore Gazette* dated 4th January 1923, in the matter of the auction sale of timber in the following Depots of the Division:—